



Roanoke County Public Schools
Office of Facilities and Operations
ROANOKE, VIRGINIA

Proposal Invitation
RADON TESTING SERVICES
Request for Proposal # SB2017-001

The Roanoke County School Board, ("School Board"), also known as the Roanoke County Public Schools ("RCPS"), is requesting proposals for the competitive negotiation of a contract to provide Radon Testing services for Roanoke County Public Schools. Proposals will be accepted until 2:00 PM local prevailing time, October 20, 2016. Thereafter, RCPS may select proposers with which to conduct competitive negotiations. Based upon the evaluation factors indicated in the Request for Proposal, proposals received, and negotiations, RCPS may select one or more proposers for award based upon its determination of which proposer or proposers, in its opinion, has submitted the best proposal and provides the best value.

The Request for Proposal ("RFP") consists of the following:

- (1) This Proposal Invitation;
- (2) General Instructions and Provisions for Submitting Proposals;
- (3) Specific Proposal Requirements;
- (4) The Contract;
- (5) The Contract's General Conditions (Exhibit A);
- (6) The Scope of Work (Exhibit B); and
- (7) School Facility Locations (Exhibit C).

Please follow all proposal instructions. Should any questions arise concerning this RFP contact the Director of Facilities and Operations at 540.562.3900 ext. 10151.

RCPS reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.

George Assaid
Director of Facilities and Operations

GENERAL INSTRUCTIONS AND PROVISIONS FOR SUBMITTING PROPOSALS

1. Mail or hand deliver proposals to the Roanoke County School Board Operations Department, 5937 Cove Road, Roanoke, VA 24019.
2. Submit one unbound (1) original, five (5) bound copies, and one electronic copy (preferably CD/DVD) of the proposal before the opening time stated in the Proposal Invitation.
3. All proposals must be signed in ink by authorized principals of the proposer and must be received in sealed envelopes with the statement, **“Proposal Enclosed” and the proposal name and number typed or written in the lower left hand corner**. Attachments requiring execution by the proposer are to be returned with the proposal.
4. Roanoke County Public Schools ("RCPS") reserves the right to accept or reject, in whole or part, any and all proposals received and to waive informalities.
5. Proposals must be **received** on or before (time) on (date) in the Roanoke County School Board Operations Department. **No late proposals will be accepted.** RCPS will not accept proposals sent by fax or as attachments to e-mails. It is the proposer's sole responsibility to ensure that the proposal is received in the Operations Department on or before the specified date and time.
6. A pre-proposal conference will not be held for this RFP. Interested proposers may contact the Department of Facilities and Operations with questions and obtain clarification about any aspect of this RFP. Ignorance of conditions resulting from failure to make the necessary investigation shall not excuse a proposer from the performance in accordance with its proposal and the resulting contract. See Item 10 below.
7. Proposers selected to engage in negotiations will be notified by RCPS. By submitting its proposal, proposer agrees to engage in negotiations, including without limitation, oral presentations and discussions concerning its proposal, at the offices of RCPS at such reasonable times as RCPS may require and to have at the negotiations a person with authority to bind proposer to the contract(s) contemplated by this RFP.
8. By submitting its proposal, the proposer agrees that, subject to Paragraph 13 below, its proposal may not be withdrawn for ninety (90) days following the proposal receipt date and that proposer will enter into the contract contemplated by this RFP consistent with the terms of the RFP and its proposal.
9. RCPS will use reasonable efforts to protect confidential and propriety information submitted to it by proposers, subject to Paragraph 24 below.
10. Questions concerning requirements of this RFP are welcome and may be considered if received no less than (10) ten days before time set for receipt of the proposals. Proposers shall submit any questions regarding this RFP in writing. Written responses, including questions, will be provided to all proposers. Any addenda to this RFP shall be issued in writing; no oral statement, explanations, or commitments by whomsoever shall be of any effect unless incorporated in the addenda.

11. Each proposer is required to state in the proposal proposer's name and place of residence and the names of all persons having any ownership interest in proposer; provided however, that in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the proposer. By submitting its proposal, proposer agrees that it releases from liability and agrees to hold harmless from any claim made by it any person providing information to RCPS relating to the proposer or its past performance, skill, or standing, and proposer makes such persons intended third-party beneficiaries of this agreement in this sentence.
12. Any and all exceptions or qualifications to any of the terms and conditions of the contract contemplated by this RFP must be clearly set out in writing and submitted with the proposer's proposal on a separate sheet entitled "Exceptions or Qualifications to RFP".
13. Intentionally left blank.
14. Proposers are advised that all resultant contracts will be extended, **with the authorization of the proposer**, to Roanoke County and other jurisdictions and political subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Proposer must deal directly with jurisdiction or political subdivision regarding the placement of orders, issuance of the purchase order, contractual disputes, invoicing and payment. RCPS acts only as the nominal "Contracting Agent" for these jurisdictions and political subdivisions and assumes no liability to Proposer as a result. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

It is the responsibility of the awarded vendor to notify the jurisdictions and political subdivision of the availability of the contract.

RCPS shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee(s).

15. By submitting a proposal, the proposer is certifying that it is not currently debarred by Roanoke County, RCPS, the Commonwealth of Virginia, any agency of the Commonwealth, or any department or agency of the federal government.
16. In accordance with Code of Virginia Section §2.2-4343.1, RCPS does not discriminate against faith-based organizations, nor does it discriminate against any proposer because of race, religion, sex, national origin, age, disability, or any other basis prohibited under Virginia law.
17. RCPS will not be responsible for any expenses incurred by a proposer in this procurement, including without limitation, in preparing and submitting a proposal or engaging in negotiations. All proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

18. The contents of the proposal submitted by the successful proposer and this RFP will become a part of any contract awarded as a result of this RFP. The successful proposer will be expected to sign a contract with RCPS. Additional terms and provisions may be included in the contract.
19. RCPS reserves the right to award the contract or contracts contemplated by the RFP to one or more proposers, by individual location, or in any combination, whichever is in the best interest of RCPS. RCPS reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately in any manner necessary to serve the best interests of RCPS. Proposers whose proposals are not accepted will be notified in writing.
20. Interested firms are cautioned to provide in their proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this RFP.
21. RCPS reserves the right to contact proposers individually for the purpose of clarifying proposals.
22. Proposers must state in their proposals that their proposal was made without collaboration with any other person making a proposal in response to this RFP and that their proposal is made in all respects fairly and in good faith, without collusion or fraud.
23. All proposals submitted in response to this RFP become the property of RCPS. Supporting technical manuals will be returned at the request of the proposer.
24. In general, proposals submitted in response to this RFP may be subject to potential release pursuant to requests under the Virginia Freedom of Information Act, Code of Virginia § 2.2-3700, *et. seq.* However, under the Code of Virginia § 2.2-4342F, proposer's trade secrets or proprietary information are not subject to release under VFOIA if the proposer (a) invokes the protections of § 2.2-4342F prior to or upon its submission of such materials, (b) identifies the data or materials to be protected, and (c) states the reasons why such protection is necessary. The proposer must also mark each page of information for which protection is sought with the legend – "Confidential Proprietary Information – Exempt from FOIA Release." By asserting a right to protection, the proposer agrees to indemnify the Roanoke County School Board for any costs, including attorneys' fees, incurred defending that proposer's protected information from disclosure in any action under the Virginia Public Procurement Act and/or Virginia Freedom of Information Act. Notwithstanding the foregoing, any proposal information that becomes a part of the Contract Documents for a contract awarded pursuant to this RFP, including pricing, becomes a matter of public record subject to public inspection and copying after contract execution.
25. Unless RCPS cancels this solicitation, contract(s) will be awarded by RCPS to the proposer(s) deemed to be fully qualified, and to have submitted the best proposal among those submitted, whose proposal conforms to this RFP, and represents the best value to RCPS, price and other factors considered.

Proposals will be evaluated by RCPS based on the following factors:

1.	Understanding RCPS's RFP Requirements	15%
2.	Proposer's Approach and Work Plan	15%
3.	Project Team Qualifications and Experience	10%
4.	Firms Experience and Capabilities	15%
5.	Past Performance / References	20%
6.	Cost Proposal	25%

26. The provisions of § 2.2-4311.2 of the Code of Virginia are incorporated into this RFP and any resulting contract. Proposers who are organized or authorized to transact business in Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in their proposal the identification number issued to them by the Virginia State Corporation Commission. If a Proposer is not required to be authorized to transact business in Virginia, then such Proposer shall, instead, include in its proposal a statement why Proposer is not required to be so authorized.

27. Address questions concerning contractual aspects of this RFP to:

George Assaid
 Director of Facilities and Operations
 5937 Cove Road
 Roanoke, VA 24019
 gassaid@rcs.k12.va.us
 Phone: (540) 562-3900 ext. 10151
 Fax: (540) 562-3988

SPECIFIC PROPOSAL REQUIREMENTS

The information requested and the requirements of this RFP must be supplied in writing in order for RCPS to consider the proposal complete.

Submission of a proposal shall constitute agreement by the Proposer to include the provisions contained in the RFP and/or in the Proposer's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions to RFP" and each exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Proposer also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

Proposal Format Instructions

The Proposer must submit the Proposal in a binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

1. Understanding RCPS's RFP Requirements
2. Proposer's Approach and Work Plan
3. Project Team Qualifications and Experience
4. Firm Experience and Capabilities
5. Past Performance/References
6. Cost Proposal

These elements parallel the RCPS proposal evaluation criteria. RCPS is not responsible for failure to locate, consider, and evaluate information relating to specific evaluation criteria presented outside of this format. The following paragraphs provide guidelines to each Proposer for information to include in the proposal.

1. Understanding the RCPS Requirements

This section should confirm the Proposer understanding of this RFP and the required services. In addition, it should clearly outline the scope and objectives of the proposed services and deliverables. Some areas to cover in this section are:

- A. Quality of services to be provided.
- B. Anticipated level of satisfaction of the school division with the Radon Testing services.
- C. Demonstrate a thorough knowledge of the information contained in the RFP package.

2. Proposer's Approach and Work Plan

This should be a very detailed description of what work the Proposer is going to perform. Some areas to cover in this area are:

- A. Task and frequency charts or other presentation of exactly how the proposer plans to provide the quality of services RCPS desires.
- B. Are the proposed tasks and frequencies adequate to meet RCPS needs? Is the service program designed around customer requirements? Is the system of service delivery effective?
- C. Quality Control programs.
- D. Inspection procedures, forms, log books or other information pertaining to facility inspections.
- E. Whether the proposer can perform the contract or provide the service promptly, or within the time specified without delay or interference.
- F. Do the staffing levels make sense considering the activities, tools and equipment proposed? Does the staffing plan make the best use of available labor? Are relief personnel available on short notice to cover labor shortages?
- G. Show a plan for keeping and maintaining the required reports, logs and records. Include samples of report forms, log books, weight reports and records. Describe how the forms will be maintained and submitted.
- H. Describe a management plan to ensure good relations are maintained. This plan shall include the planned procedures for monitoring and following up on service calls and any complaints. A description of supervisory controls should be included.
- I. Include suggestions on possible alternative approaches to the issues presented.

3. Project Team Qualifications and Experience

This section is for the Proposer to supply names of individuals who will be providing services under this proposal and provide a statement of their qualifications. This should include, as a minimum, the following information:

- A. Resumes of the company owners, team leaders, inspectors, and key personnel.
- B. The ability, capacity, training, and skill of the key employees to provide the services required should be included.
- C. Include the office address of project team leaders. Are they available to attend meetings or conduct inspection tours with RCPS personnel? Is the distance from the service provider's office adequate or will it impede provider response?

- D. Is it a long distance call to the service provider's office? Are there a fax machine and an e-mail address at the local office that is monitored during normal business hours?

4. Firm Experience and Capabilities

In this section, the Proposer should describe the firm's past experience in providing services equal in scope to what is being requested in this proposal. The capabilities of the firm to provide quality services and the resources the firm has available should also be described. The areas to be covered are:

- A. References, including a point of contact, addresses and telephone numbers. RCPS intend to inspect the proposer's current work in other sites. Proposers are strongly encouraged to include written letters of recommendation from past or current clients.
- B. The sufficiency of the financial resources to enable the offeror to perform the contract services. Are financial statements submitted a reliable source of information?
- C. The character, integrity, reliability, reputation, judgment, experience, skill, and efficiency of the offeror.
- D. Address of the Proposer's place of business to include offices and warehouses. RCPS will be conducting site inspections of the proposer's facilities.
- E. The overall size of the company. This should include the number of employees, both line and supervisory, that the company currently employs.
- F. Provide a complete list of current clients. This should be broken out by type of facility, such as office, warehouse, health care, private vs. government, etc. with a summary of the client base.
- G. Offeror must have a minimum of five years' experience with providing Radon Testing services.

5. Past Performance/References

This section of the Proposer's proposal should:

- A. List or describe representative clients currently served, focusing on clients similar in size and complexity to Roanoke County Public Schools.
- B. Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past two (2) years; preferably those where one or more of the project team provided the same or similar services as request herein.

6. Cost Proposal

Contractor may use Schedule C (School Location) to determine cost of services to be used as part of its proposal. The cost proposal shall include the Contractor providing all aspects of the Services required by the RFP.

Prices shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

RCPS is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Proposer may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by RCPS.

7. Data on Convictions for Certain Crimes and Child Abuse and Neglect

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

RADON TESTING SERVICES
Request for Proposal # SB2017-001

Bid Form Explanations

Bid Item #1

Bid Item #1 is to include all work, per plans and specifications, for initial short-term radon testing at all Owners properties identified on Attachment A. Include in this bid item cost to review floor plans (Attachment B) for determination of proper device placement, conceiving a work schedule and site visit plan, transportation, placement of radon devices, placement of window signs, collection of devices, safe and timely delivery of devices to an accredited lab licensed for radon testing, analysis of radon results, and a summary report for each location.

Bid Items #2A, #2B, & 2C

Bid Items #2A, #2B, & #2C to include all work, per plans and specifications, to remobilize at an elementary school, middle school, or high school or administration building for the purpose of retesting. Retesting may be necessary due to missing or damaged devices, and retesting should be done where areas exceed 8.0pCi/. Cost of repeat testing *devices* should not be included in this bid unit item.

Bid Item #3

Bid Item #3 to include all work, per plans and specifications, to retest areas that exceed 8.0pCi/L, or where devices were found missing or damaged. Include in this bid item the cost of placement of each short-term device, placement of window signs, collection of devices, safe and timely delivery to an accredited lab, analysis of radon results, and to have this information added to summary report. As it is impossible to forecast how many testing areas may have to be repeated, an estimate of 100 devices is used in this bid item. Please include a cost per device as this is an add/deduct item to be paid depending on how many devices are actually used.

Bid Items #4A, 4B, & 4C

Bid Item #4 to include all work, per plans and specifications, to remobilize at an elementary school, middle school, or high school or administration building for the purpose of long-term testing. Long-term testing shall be used where radon results exceed are 4.0pCi/L. Cost of long-term testing *devices* should not be included in this bid unit item.

Bid Unit #5

Bid Item #5 to include all work, per plans and specifications, to perform long-term testing in areas that registered radon results exceed 4.0pCi/L. Include in this bid item the cost of placement of each long-term device, collection of devices, safe and timely delivery to an accredited lab, analysis of radon results, and to have this information added to summary report. As it is impossible to forecast how many testing areas may have to be repeated, an estimate of 100 devices is used in this bid item. Please include a cost per device as this is an add/deduct item to be paid depending on how many devices are actually used.

COST PROPOSAL

Bid Item 1	Initial short-term radon testing at all Owners buildings, as itemized on Attachment C.	Bid Unit \$	/lump sum
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Total Bid Unit
1: \$_____ /lump sum (to be
included in base bid)

The following Unit Price Items (2A, 2B, 2C) shall be utilized for revisiting any facility where initial radon results are 8.0pCi/L or greater, or where repeat tests are necessary due to damaged or missing devices. This Bid Item #2 will be an add/deduct item based on actual number of buildings revisited.

Bid Item 2A	Cost to revisit and repeat short-term radon testing to replace missing tests, or where initial testing show 8.0pCi/L or greater at any elementary school. (Tests paid for under item 3)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 2A \$
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Bid Item 2B	Cost to revisit and repeat short-term radon testing to replace missing tests, or where initial testing show 8.0pCi/L or greater at any middle school. (Tests paid for under item 3)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 2B \$
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Bid Item 2C	Cost to revisit and repeat short-term radon testing to replace missing tests, or where initial testing show 8.0pCi/L or greater at any high school. (Tests paid for under item 3)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 2C \$
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Bid Item 3	Cost for replacement of short term test devices, placement and collection, safe transfer to a lab, analysis of devices and results added to report. Short-term devices = 100	Bid Unit \$ _____ each	Subtotal for 3 \$
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Total Bid Units
2A, 2B, 2C & 3 \$_____ /lump sum (to be
included in base bid)

The following Unit Price Items (4A, 4B, 4C) shall be utilized for revisiting any facility for long-term testing where radon results are 4.0pCi/L or greater. This Bid Item #4 will be an add/deduct item based on actual buildings revisited.

Bid Item 4A	Cost to revisit for long-term radon testing at any elementary school where short-term tests resulted in 4.0pCi/L or greater. (Tests paid for under Item 5)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 4A \$ _____
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Bid Item 4B	Cost to revisit for long-term radon testing at any middle school where short-term tests resulted in 4.0pCi/L or greater. (Tests paid for under Item 5)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 4B \$ _____
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Bid Item 4C	Cost to revisit for long-term radon testing at any high school where short-term tests resulted in 4.0pCi/L or greater. (Tests paid for under Item 5)	Bid Unit Add/Deduct \$ _____ per bldg	Subtotal for 4C \$ _____
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Bid Item 5	Cost for long-term test devices. Placement and collection, safe transfer to a lab, analysis and results added to the existing reports. (Long-term devices = 100)	Bid Unit Add/Deduct \$ _____ each	Subtotal for 5 \$ _____
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Total Bid Units
4A, 4B, 4C & 5 \$ _____ /lump sum

**Base Bid Grand Total
for Bid Items:**

#1, #2, #3, #4, & #5 \$ _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Name & Title of Person(s) Submitting Proposal: _____

Signature: _____

Name (Printed) _____

SAMPLE PROPOSAL EVALUATION FORM

1	Very Poor	6
2		7 Good
3		8
4		9 Excellent
5	Fair	10

PROPOSAL EVALUATION

RFP NUMBER: _____

PROJECT DESCRIPTION: _____

COMPANY: _____

Evaluation Committee:

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Description	<u>Weight</u>	<u>Score</u>	=	<u>Total Score</u>
1. Understanding RCPS' RFP requirements	15	_____		_____
2. Proposer's Approach and Work Plan	15	_____		_____
3. Project Team Qualifications and Experience	10	_____		_____
4. Firm Experience and Capabilities	15	_____		_____
5. Past Performance / References	20	_____		_____
6. Cost Proposal	25	_____		_____

TOTAL

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Date Completed: _____

REFERENCE LIST

Each proposer is required to state similar work experience in the space provided below. Give references and other detailed information that will help the County to judge the proposer's responsibility, experience, skill, and financial standing. Proposals from inexperienced proposers will not be considered.

[illegible]

PROPOSER ELIGIBILITY CERTIFICATION

This is to certify that the person/firm/corporation making this Proposal has not been barred from proposing on contracts by Roanoke County, the Roanoke County School Board, the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, or any department or agency of the federal government nor is this person/firm/corporation a part of any firm/corporation that has been barred from proposing on contracts by Roanoke County, the Roanoke County School Board, the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, or any department of the federal government. This is to further certify that proposer's identification number issued by the Virginia State Corporation Commission is as stated below, and proposer is currently organized and in good standing in Virginia or authorized to transact business in Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, or if not, the reasons why it is not required to be authorized to transact business in Virginia are correctly stated below.

Name of Official

Title

Firm or Corporation

VA State Corporation Commission Number
(If none, explain below why not required)

RE: STATEMENT OF DISCLAIMER

This is to certify that no employee, official, or elected officer of the County of Roanoke or the Roanoke County School Board has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services or stands to benefit personally from the furnishing of such goods or services as referenced above.

Firm: _____

By: _____(SEAL)

_____(SEAL)

Attest:

Secretary

Date

STATE OF VIRGINIA: To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that _____ whose name(s) is (are) signed to the foregoing statement bearing date of _____ 20____, this day personally appeared before me in the State aforesaid and acknowledge the same before me.

GIVEN under my hand and seal this ____ day of _____, 20____ .

Notary Public

EXHIBIT A

GENERAL CONDITIONS – TABLE OF CONTENTS

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GENERAL CONDITIONS

GC-1 Protection of Work, Property and Persons

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project, students, faculty, administrators and RCPS invitees and licensees on RCPS property and all RCPS and other property at RCPS facilities for which Contractor is providing services.
- B. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed or anyone for whose acts they are liable, except damage or loss attributable solely to the fault of RCPS or anyone employed by RCPS.

GC-2 Changes in the Work

RCPS may at any time, without notice to sureties, order changes to the work for the Project without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents or affect the time required for performance of the work, an equitable adjustment may be authorized by Change Order; provided, however, that, in the case of a change that increases the Contract Price, Contractor has satisfied all the requirements of the Contract Documents.

GC-3 Changes in Contract Price Due to Change Orders

- A. The Contract Price may be changed only by a Change Order, or by an amendment or modification in writing specifically stating it is intended to effect an amendment, modification, or change and signed by both of the parties. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
 - 1. Unit price previously approved;
 - 2. An agreed lump sum; or
 - 3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of overhead and profit.
- B. Within the earlier of 10 days of discovery of any change or receipt of a request for cost proposal for a change, Contractor shall submit a proposal to RCPS giving the amount of change in Contract Price, if any, caused by the change and a justification in reasonable detail for the amount claimed. Unless excused in writing by RCPS, Contractor's failure to submit such proposal within the time required shall waive any right to an increase in the Contract Price.

GC-4

Time of Essence and Materiality of Uninterrupted Services

- A. The date of beginning and the times for completion of the Services are essential conditions of the Contract Documents, and the work embraced shall be commenced on the date specified. Time is of the essence as to Contractor's provision of any aspects of the Services under this Contract at each and every location.
- B. The Contractor shall administer, organize, and staff the Services to ensure that the Services are provided in an uninterrupted and satisfactory manner at each and every location. Contractor's provision of uninterrupted and satisfactory Services at each and every location is a material requirement of this Contract, and Contractor's failure to do so shall be a material breach of this Contract.

GC-5

Correction of Work

- A. If RCPS's authorized representative deems any work by the Contractor to be unsatisfactory, the Contractor shall promptly correct and re-execute the work in accordance with the Contract Documents and without expense to RCPS.
- B. All correction and re-execution of such work shall be done at the Contractor's expense. If the Contractor does not promptly take action to

correct work after receipt of written notice, RCPS may correct such work at the expense of the Contractor.

- C. These provisions are in addition to, and supplement, the remedies available to RCPS under other provisions of the Contract Documents, including without limitation, those in Exhibit B, Scope of Work.

GC-6 Acceptance of Payment as Release

The acceptance by the Contractor of each monthly payment shall be and shall operate as a release of RCPS from all claims by Contractor and of all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the Services up to the last date of the services for which such payment is made, and for every act or neglect of RCPS relating to or arising out of this Project up to such date.

GC-7 Separate Contracts

- A. RCPS reserves the right to let other contracts in connection with its facilities. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to RCPS any defects in such work that render it unsuitable for such proper execution and results.
- B. RCPS may perform additional work related to its facilities by itself, or RCPS may let contracts to others. The Contractor shall afford the other contractors who are parties to such contracts (or RCPS, if RCPS is performing the additional work itself), reasonable opportunity for the performance of such work, and Contractor shall properly coordinate Contractor's work with theirs.

GC-8 Subcontractors

- A. The Contractor may not utilize the services of subcontractors without the prior written consent of RCPS, which RCPS may withhold in its sole discretion. Contractor shall promptly provide any information RCPS requires regarding subcontractors or proposed subcontractors.
- B. If RCPS approves use of subcontractors, the Contractor shall be as fully responsible to RCPS for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as Contractor is for his own acts and omissions and for the acts and omissions of persons directly employed by Contractor.
- C. If RCPS approves use of subcontractors, the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract

Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that RCPS may exercise as to the Contract under any provisions of the Contract Documents.

- D. Nothing contained in this Contract shall create any contractual relation between any subcontractor and RCPS.

GC-9 Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

GC-10 Indemnification

The Contractor shall indemnify and hold harmless RCPS against and from all liability, claims, damages, demands and cost, including, without limitation, attorneys' fees, of every kind and nature attributable to bodily injury, sickness, disease or death or to damage, theft, forgery, larceny, embezzlement, or destruction of property resulting from or in any manner arising out of or in connection with the Contractor's performance of the work under the Contract.

GC-11 Insurance

The Contractor shall maintain during the entire Project insurance to protect itself and RCPS from any claims that may arise out of or result from Contractor's performance, furnishing any of the Services, or other obligations under the Contract, whether performed or furnished by the Contractor, any subcontractor, any supplier, or anyone directly or indirectly providing the Services, material or equipment through Contractor or any subcontractor or supplier, such insurance to conform to the requirements prescribed herein.

Contractor shall maintain during the entire Project the following minimum insurance:

- A. Workers' Compensation as required by law.
- B. Employer's Liability- At least \$500,000 per employee for bodily injury, \$500,000 per employee for disease, and \$500,000 per policy for disease.
- C. Comprehensive Automotive Liability: Bodily Injury and Property Damage Insurance shall have a minimum coverage of at least \$1,000,000 per occurrence for bodily injury and at least \$1,000,000 per occurrence for property damage.
- D. Commercial General Liability:
 - 1. Bodily Injury Liability Insurance shall have minimum coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

2. Property Damage Liability Insurance shall have minimum coverage of at least \$1,000,000 per occurrence.
 3. Contractual Liability (Hold Harmless Coverage):
 - a. Bodily Injury
Minimum of \$1,000,000 – Each Occurrence
 - b. Property Damage:
Minimum of \$1,000,000 – Each Occurrence
Minimum of \$1,000,000 – Aggregate
 4. Personal Injury, with Employment Exclusion deleted:
Minimum of \$1,000,000 – Aggregate
- E. Umbrella Liability – for combined single limits of at least \$3,000,000/occurrence and \$3,000,000 aggregate in excess of Commercial General, Business Automobile, and Employer's Liability Insurance.

With respect to insurance required by paragraphs C through E inclusive, Contractor shall have included as additional insured, RCPS and any other person or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and Contractor shall have included coverage for the respective officers and employees of all such additional insureds.

The policies of insurance required by this GC-11 shall (1) include contractual liability insurance covering Contractor's indemnity obligations under the Contract Documents; (2) contain a provision or endorsement that the coverage afforded will not be cancelled, or renewal refused until at least thirty days' after prior written notice has been given to RCPS and Contractor and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor will also so provide); (3) remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, in any circumstance in which the insurance may not remain in force or may be cancelled, changed, allowed to lapse, or may have any material change in coverage, including without limitation cancellation or lapse for nonpayment of premium, Contractor shall give written notice of such circumstance to Roanoke County Public Schools within two days after Contractor first learns of the circumstance. Without limiting the generality of the foregoing, if Contractor receives notice of cancellation of any insurance it is required to maintain, it shall notify Roanoke County Public Schools within two days of Contractor's receipt of such notice.

Contractor shall require subcontractors providing any of the Services to have insurance satisfying the same requirements as applicable to Contractor unless otherwise agreed in writing by RCPS.

Contractor shall provide Certificates of Insurance, or if requested by RCPS, certified copies of insurance policies, to RCPS, for all insurance required under this GC-11.

All insurance required by this GC-11 shall be with an insurance company acceptable to RCPS and licensed to do business in Virginia. All such insurance shall be obtained before any work is commenced and shall be kept in effect until its final completion unless a longer period is required by these Contract Documents, in which case the longer period shall apply.

RCPS may, in its sole discretion, waive insurance requirements required by this GC-11 and not required by law or may agree to lesser coverage, but only by a writing executed by the Superintendent or his designee.

GC-12 Security and Guaranty

- A. Unless RCPS agrees otherwise in advance in writing, Contractor shall have and maintain during the entire Project for all persons providing services under the Contract at any RCPS facility one of the following providing coverage of at least \$50,000 per employee/occurrence at a RCPS facility.
 - 1. An employee dishonesty insurance policy to cover any loss by RCPS or RCPS's employees, students, invitees, or licensees on RCPS property occurring due to theft, forgery, larceny, or embezzlement, and RCPS's employees, students, invitees and licensees shall be named as additional insured on such policy.
 - 2. A fidelity bond or similar bond acceptable to RCPS that protects RCPS and its employees, students, invitees and licensees from any loss due to theft, forgery, larceny, or embezzlement by anyone providing services under the Contract at any RCPS facility.
- B. Any bonds or insurance required by this GC-12 shall be issued by a surety or insurance company licensed in Virginia that is acceptable to RCPS. At RCPS's request, Contractor shall promptly provide RCPS copies of insurance policies or bonds required by GC-12 above and proof that such bonds or insurance are being maintained.

GC-13 Nondiscrimination

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

GC-14 Drug-Free Workplace

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, et seq., the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

GC-15 Termination

- A. The parties agree that RCPS may terminate this Contract, or any of the Services, work or delivery required hereunder, from time to time, either in whole or in part, whenever the Superintendent or his designee determines that such termination is in the best interest of RCPS.
 - 1. Such termination, in whole or part, shall be effected by delivery of a notice of termination signed by the Superintendent of Roanoke County Public Schools or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - 2. Upon receipt of such notice, the Contractor shall continue to provide the Services until the effective date of termination, but shall use its best efforts to mitigate any damages Contractor may sustain as a consequence of termination under this clause.
 - 3. If the Notice of Termination is received by Contractor 30 days or more in advance of the effective date of termination, then

Contractor's sole rights shall be to payment for work performed up to the effective date of termination.

4. If the Notice of Termination is not received by Contractor at least 30 days or more in advance of the effective date of termination, after complying with the provisions of subparagraph 2 above, the Contractor shall submit a termination claim to RCPS, in no event not later than 90 days after the effective date of termination, unless the Superintendent extends such time in writing.
5. If the Notice of Termination is not received by Contractor at least 30 days or more in advance of the effective date of termination, the Superintendent or his designee, with the approval of RCPS, shall pay from the using department's budget the agreed, reasonable costs of termination, including a reasonable amount for profit on supplies satisfactorily delivered or services properly provided. In no event shall the total paid to Contractor be greater than the original Contract Price, reduced by any payments made prior to notice of termination, and further reduced by the price of supplies not satisfactorily delivered or services not properly provided. This Contract shall then be amended accordingly, and the Contractor shall be paid the agreed amount.
6. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this GC-15, RCPS shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under this clause:
 - (a) With respect to all Contract performance prior to the effective date of notice of termination, the total of –
 - (1) The direct cost of work properly performed or supplies conforming to Contract requirements delivered and accepted and an allowance for overhead and/or general administrative expenses determined by RCPS, to be reasonable, allocable and allowable;
 - (2) the reasonable cost of settling and paying any reasonable claims;
 - (3) a sum as profit on the direct costs allowed under A.5 above determined by RCPS, to be fair and reasonable; provided, however, that if it appears that Contractor would have not made a profit if Contractor had completed the Project, then no profit shall be allowed.

- (b) The total sum to be paid shall not exceed the Contract Price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of work or supplies not terminated.
- B. Either party may terminate this Contract for material breach by giving written notice to the breaching party and a period of 10 days for the breaching party to cure the breach. If the breach remains uncured after 10 days following receipt of the cure notice, the Contract may then be terminated by issuance of a second written notice.
- C. RCPS may terminate this Contract if Contractor commits a “Substantial Breach” of this Contract by giving written notice to Contractor and a period of 10 days to cure any Substantial Breach. If any Substantial Breach remains uncured after 10 days following receipt of the cure notice, RCPS may terminate the Contract by issuance of a second written notice. For the purposes of this GC-15.C.a “Substantial Breach” includes any of the following:
 - 1. Repeated failure by the Contractor to provide the minimum staffing required by the Contract Documents;
 - 2. Any Contractor personnel or other person providing any of the Services under the Contract allowing unauthorized persons to enter into RCPS facilities or grounds, including without limitation, friends and relatives of such Contractor personnel;
 - 3. Repeated failure by the Contractor to meet the standards required by the Contract Documents, including without limitation, those at Schedule 1 to Exhibit B, Scope of Work; or
 - 4. Actions by Contractor personnel or other persons providing any of the Services under the Contract that represent any significant risk to RCPS students, faculty, administrative personnel, invitees, or licensees, or their property or the property of RCPS.
- D. If RCPS terminates this Contract under GC-15B or GC-15C, and it is subsequently determined that termination for such ground was erroneous, then Contractor’s sole relief shall be that provided under GC-15A for termination under that ground.
- E. Notwithstanding any contrary provisions in this Contract, RCPS may, at its option, terminate this Contract as of the end of any fiscal year if funds are not appropriated for the subsequent fiscal year which, in the opinion of RCPS, are sufficient to meet its obligations under the Contract. If sufficient funds are not appropriated, RCPS shall give the Contractor written notice of termination within ten (10) days after the adoption of the final budget for such fiscal year and RCPS shall only be liable for payments scheduled through the date of termination. The Contractor shall perform no work which would result in exceeding the dollar limitation of the RCPS Purchase Order without first having obtained written approval of RCPS.

- A. Any Claims by the Contractor against RCPS arising under or relating to the Contract, the Contract Documents, or the Project shall only be resolved as follows:
1. The Contractor shall give RCPS written notice of any Claim within ten (10) days of the beginning of the occurrence of the event leading to the Claim. The written notice shall be a document from the Contractor addressed to RCPS and officials or employees designated by the Contract Documents to receive such notice, or if no one is so designated, to RCPS's Director of Facilities and Operations. The written notice shall clearly state the Contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by RCPS within the ten (10) days. The Contractor shall submit the Claim and any supporting data to RCPS within thirty (30) days after the occurrence giving rise to the Claim ends. The burden shall be on the Contractor to substantiate that it has given written notice and submitted its Claim in accordance with this provision.
 2. The Claim must (i) be certified under oath as true and correct by a principal of Contractor; (ii) must be for specific relief; (iii) if any money is sought, must specify the dollar amount sought; and (iv) must contain sufficient supporting documentation to reasonably allow its consideration, including without limitation, any documentation required by the Contract Documents. The burden shall be on the Contractor to substantiate the Claim.
 3. The Contractor shall comply with all other terms and conditions of the Contract Documents.
 4. Following initial informal consideration by RCPS's Superintendent or his designee, the parties shall endeavor to resolve any Claim through direct negotiations, and if such direct negotiations fail, and if RCPS requests, by non-binding mediation conducted pursuant to the Rules of the American Arbitration Association, with the site of the mediation being Roanoke County, Virginia.
 5. Should the Claim remain unresolved for more than 60 days after it is submitted, then the Superintendent or his designee shall, within no later than 90 days after the Claim's submission, render a written decision on the Claim on behalf of RCPS. The Contractor may not institute any legal action with respect to the Claim until after the Superintendent or his designee renders his written decision or 90 days from its receipt by the Superintendent has passed, whichever comes first. The only effect of the failure by the Superintendent or his designee to render a decision within this 90-day period is to allow the Contractor to institute a legal action pursuant to this provision without having to wait for a decision on the Claim concerned.

- B. If RCPS denies in whole or part a Claim by Contractor, or more than 90 days have passed since the Claim was received by the Superintendent but no written decision has been issued, the Contractor may appeal denial of the claim by instituting an action in the Roanoke County Circuit Court, Roanoke County, Virginia, and may thereafter pursue all available appeals in Virginia state appellate courts, to the extent they have jurisdiction.
1. The Contractor may not amend its Claim on appeal to increase the amount of money sought.
 2. In the event of any Claim arising, Contractor shall continue its performance diligently during such Claim's pendency and thereafter as if no Claim had arisen. During the pendency of any Claim in connection with the payments of moneys, Contractor shall be entitled to receive payments for non-disputed items, subject to any right of set-off by RCPS.
- C. Notwithstanding anything in the Contract Documents to the contrary, RCPS may, in its discretion, assert a Claim without first resorting to any procedures contained in the Contract Documents.

The following definitions apply to this GC-16.

- (1) "Claim" means a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract with RCPS. "Claim" also includes other disputes and matters in question between the Contractor and RCPS arising out of, or relating to, the Contract.
 - (2) "Contractor" means the person entering into the Contract with RCPS, as well as any successor, authorized assign, surety, or insurance company claiming Contractor's rights through Contractor's privity of contract with RCPS. "Contractor" does not include subcontractors, vendors, suppliers, or lower tier subcontractors lacking privity of contract with RCPS.
 - (3) "Day" means calendar day unless otherwise indicated.
 - (4) "Occurrence" means when a condition is encountered by the Contractor that may result in a Claim by the Contractor against RCPS. An "occurrence" is a condition encountered as Services are furnished (including without limitation, alleged delay in, or interference with, Contractor's performance by RCPS) that the Contractor contends would entitle it to a change in the Contract Price, or manner of performance, and an occurrence would not be a later dispute about payment for such a condition.
- E. Notwithstanding anything in the Contract Documents to the contrary, RCPS shall not be liable to Contractor for any damages or increase in the Contract Price due to interferences or delays to Contractor, any subcontractor, or any

other person except to the extent expressly required by these Contract Documents

- F. Binding arbitration in any form will not be an acceptable means of resolving claims, disputes and other matters and questions related to the Project. Any suit or action related in any way to the Project shall be instituted and/or maintained only in the Circuit Court of Roanoke County, Virginia. Enforcement of this forum selection provision may be by any lawful means necessary to secure compliance, including but not limited to injunctive relief. Should any suit or action be instituted and/or maintained other than in the Circuit Court of Roanoke County, Virginia, the breaching party shall pay all expenses and damages, including without limitation, attorneys' fees and expenses, related to such breach.

GC-17 Project Meetings

Contractor shall attend meetings as required by RCPS during the course of the Project regarding the Project. The contractor shall utilize the same individual or individuals for all meetings. Contractor shall provide work numbers and cell numbers for each individual.

GC-18 Prompt Payment Requirements

- A. Within seven days after Contractor receives amounts paid for work subject to the Contract performed by any "subcontractor", as defined in Code of Virginia § 2.2-4347, Contractor shall take one of the two following actions:
1. Pay the subcontractor for the proportionate share of the total payment received from RCPS attributable to the work performed by the subcontractor; or
 2. Notify RCPS and the subcontractor in writing of Contractor's intent to withhold all or part of the subcontractor's payment and the reason for nonpayment.
- B. Contractor shall provide its Federal employer identification number with each application to RCPS for payment.
- C. Contractor shall pay interest to any "subcontractor" on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from RCPS for work performed by such subcontractor relating to this Contract except as to amounts withheld as allowed by GC-18A.2.
- D. Unless otherwise provided under the terms of this Contract, interest payable by Contractor shall accrue at the rate of 1% per month.
- E. Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- F. No obligation imposed by this GC-18 shall be construed to create any obligation of RCPS. Under Code of Virginia §2.2-4354, no modification to this Contract may be made for the purpose of providing reimbursement for the interest charge, and Contractor shall not invoice RCPS for any such charge.

GC-19

Payments

- A. The Contract Price is contained in the schedule of payments in Exhibit D (to be provided by the contractor) to the Contract and, including authorized adjustments thereto, is the total amount payable by RCPS to the Contractor for the performance of the Project under the Contract Documents. The Contract Price includes, but is not limited to, the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including without limitation taxes, bonds, insurance, labor, equipment and materials), foreseen or unforeseen, and any increases in said costs and expenses, foreseen or unforeseen, incurred by the Contractor in connection with the performance of the Project, all of which costs and expenses shall be borne solely by the Contractor. The Contractor agrees to assume all increases in costs of any nature whatsoever that may develop during the performance of the Project.
- B. The Contractor shall submit to RCPS two (2) original itemized invoices to RCPS by the tenth of each month. The invoices shall include spread sheets illustrating tonnages of trash and recycle broken down by category.
- C. The Contractor's invoice for Payment shall provide that the payment request attests that all work for which the request is made has been completed in full according to all the requirements of the Contract Documents. By submitting his invoice for Payment, the Contractor also represents that he has no knowledge that any subcontractors or suppliers have not been fully and timely paid and that, insofar as he knows, the only outstanding items for payment with respect to the Contract are those to be paid from the funds for which application is being made.
- C. The invoice for Payment shall be on a form approved by RCPS.
- D. RCPS shall make payment within thirty (30) calendar days after receipt of the invoice for Payment, based upon RCPS's approval or adjustment of said invoice, or if the invoice for Payment is not referred to the Contractor by RCPS, within 30 days of receipt of the invoice for Payment by RCPS. The Contractor shall be paid the amount approved or adjusted by RCPS. RCPS shall not be liable for interest to Contractor for failure to pay any amount in dispute. If RCPS fails to pay an amount due Contractor without any dispute justifying such failure, then RCPS shall pay interest on such undisputed amount not paid at the rate of 4% per annum beginning after the date such payment is due.
- F. RCPS may withhold payment in whole or in part, if necessary to reasonably protect RCPS. RCPS may also decline to make payment because of

subsequently discovered evidence or subsequent observations, and RCPS may nullify the whole or any part of any payment previously made.

- G. RCPS may withhold from the Contractor so much of any payment, as may in the judgment of RCPS be necessary:
 - 1. To protect RCPS from loss due to defective work not remedied;
 - 2. To protect RCPS upon receipt of notice of the filing in court or in an arbitration proceeding as may be required in any third party contract, of verified claims of any persons supplying labor or materials for the work, or other verified third-party claims; or
 - 3. To protect RCPS upon reasonable evidence that the Project will not be completed for the unpaid balance of the Contract Price.
- H. If RCPS does not make payment to the Contractor within the thirty (30) days after receipt of the Contractor's invoice for Payment through no fault of Contractor, and RCPS otherwise not being entitled under the Contract Documents or applicable law to withhold payment, then the Contractor may, upon fifteen (15) additional days' written notice to RCPS, stop the work until payment of the amount owing has been received. In such event, the Contract Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, which shall be effected by appropriate Change Order as provided herein.
- I. The failure or refusal of RCPS to withhold any monies from the Contractor shall in no way impair the obligation of any surety or sureties to RCPS under any bond or bonds furnished under this Contract.
- J. RCPS may deduct from sums otherwise due to Contractor the deductions indicated at Schedule 1 of Exhibit B hereto for Contractor security violations and Contractor failures to meet standards. Contractor may dispute whether a violation or failure occurred, but Contractor agrees that the amounts specified at Schedule 1 of Exhibit B hereto are a reasonable measure of RCPS's damages for the violations and failures, are reasonable liquidated damages, and do not constitute a penalty. Contractor hereby waives any claim that any deduction under this clause is a penalty or is unenforceable.

GC-20

Examination of Records

- A. The Contractor agrees that RCPS, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any books, documents, papers and records of the Contractor involving transactions related to this Contract.
- B. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract a provision, of which RCPS is an intended third-party beneficiary, that requires the

subcontractor to give RCPS or any of its duly authorized representatives, until the expiration of three (3) years after final payment under the subcontract, access to and the right to examine and copy any books, documents, papers and records of such subcontractor involved in transactions related to such subcontract or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The period of the rights provided to RCPS and its representatives in subparagraphs (A) and (B) above for records, books, documents and papers that may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until final disposition of all appeals, arbitration, litigation, or claims or three (3) years after final payment, whichever period is longer.

GC-21

Miscellaneous

- A. The relationship of Contractor to RCPS is one of independent contractor, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be an agent or employee of RCPS.
- B. Section headings used in the Contract Documents are for convenience only and will have no effect on the construction or interpretation of the Contract Documents.
- C. The parties hereby waive any claim against the other for consequential damages.
- D. Actions required of RCPS or the Superintendent may be taken by designated representatives of RCPS or representative, including Assistant Superintendents and the Chief of Facilities Office.
- E. As used in the Contract Documents, “day” or “days” means a calendar day or calendar days unless the term “working day” is used, in which case “working day” means a day falling on Monday through Friday that is not a federal or Virginia state holiday.
- F. The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this Contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.
- G. The School Board in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a

faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

- H. Contractor represents and warrants that it does not and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. The requirements and provisions of § 2.2-4311.2 of the Code of Virginia apply to this Contract. If Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor must be authorized to transact business in Virginia as a domestic or foreign business entity if required by Title 13.1 or Title 50 of the Code of Virginia or by other law. Contractor shall not, during the term of this Contract, allow its existence to lapse, or if required to be registered or to have a certificate of authority to transact business in Virginia by Title 13.1 or Title 50 of the Code of Virginia or by other law, allow such registration or certificate to be revoked or cancelled.
- J. Contractor shall comply with, and shall cause its employees and anyone else providing services under this Contract to comply with, all applicable federal, state, and local statutes ordinances, rules and regulations.

EXHIBIT B

SCOPE OF WORK

Introduction

Roanoke County Public Schools (RCPS) is seeking a radon contractor to provide radon testing at RCPS-owned buildings. Radon testing shall be completed by a company licensed to perform radon measurements in schools and commercial buildings. Radon testing shall be performed in accordance with all applicable Virginia Department of Education requirements and regulations and the Radiation Control Act as is defined in the *Code of Virginia* Section 32.1-227. RCPS requires specific Quality Assurance Project Plans to be developed for measurements in all schools and other RCPS owned facilities. The on-site presence of an RMP is required for all radon measurement activities at each facility.

Scope of Work

1. Short-term (48 hour) tests: radon devices will be used according to EPA's *Indoor Radon and Radon Decay Product Measurement Protocols* (EPA 402-R-92-004) and in accordance with manufacturer's instructions, in all spaces as recommended by the Code of Virginia.
2. Refer to Attachment C for the list and addresses of buildings to be tested. Floor diagrams are available upon request for each building.
3. Bidder is responsible for all equipment and supplies necessary to perform service.
4. In spaces with windows that can be opened, a photo copy of this sign will be taped onto the windows of each space, instructing staff "Do not open windows. Radon testing in progress." Signs should be placed approximately every 12 feet.
5. Quality assurance measurements, including duplicate detectors and blanks shall also be used, in accordance with Code of Virginia radon industry standards.
6. Weather: testing will be halted on days with winds exceeding 30mph, or during abnormal weather or barometric conditions such as severe storms and high winds.
7. Collection of radon devices (and removal of signs) and safe delivery to accredited lab is also the responsibility of the bidder.
8. A repeat short-term test should be done as soon as possible, and made priority, in every space where the radon testing resulted in 8 pCi/L or higher. A replacement short-term test should be done for every device found missing or damaged on date of collection.
9. Long-term tests shall be performed during the 2016-2017 school year.

Radon Summary Reports

1. A Radon Summary Report will be issued for each facility tested. The radon testing summary report will include, at a minimum, the following:
 - a. Summary of radon measurement results.
 - b. The exact start and stop dates and times of the measurement period.
 - c. The name and address of the facility measured, including the zip code.

- d. A description of the measurement device used, its manufacturer, model or type, and serial numbers or other unique device identification numbers.
- e. The names and Virginia radon license numbers of the licensees placing and retrieving the devices.
- f. The name and Virginia license number of the laboratory analyzing the device, if applicable.
- g. A statement describing recommendations concerning retesting or mitigation, as appropriate.
- h. A statement describing any observed tampering, interference or deviations from the required measurement conditions.
- i. A description of weather conditions on days of testing.
- j. The exact locations of all measurement devices deployed and any information that would allow for future data comparisons and interpretations. The exact locations shall be documented utilizing CAD-type software. A scale diagram of the footprint of the building identifying the windows and doors, finished and unfinished areas, and room label.
- k. Results of the long-term tests, once concluded.
- l. Reports will be submitted to Roanoke County Schools in this format: electronic file or cd, and 2 hard copies for every facility tested.

Schedule

Upon award of the contract, Contractor shall deliver to Owner the schedule for the performance of testing services. Owner will review the schedule in collaboration with Contractor to determine that the schedule is feasible and does not conflict with other site commitments.

Owner may alter or change schedule for radon testing at a location if circumstances arise that require testing be postponed, without fault or extra cost to Owner.

All devices to be set up and collected after school hours when school is not in session, or on weekends.

All short-term tests and necessary repeat short-term tests will be completed and collected no later than 30 days after test.

All Radon Summary Reports will be submitted to Owner no later than 30 days after test.

All results of long-term testing will be submitted no later than 30 days after collection of devices.

Changes to schedule can only be approved by Roanoke County Public Schools.

Roanoke County Public Schools Responsibilities

1. Owner will provide ID Badges to Contractor's employees needing access to school district properties.
2. Owner to provide access to school district buildings, when arrangements have been made prior to testing.

3. Owner will provide information and communication to building occupants and staff prior to and during radon testing.
4. Owner, to the best of its ability, will maintain “closed building conditions” as defined according to EPA’s *Indoor Radon and Radon Decay Product Measurement Protocols* (EPA 402-R-92-004) and in accordance with manufacturer’s instructions, in all spaces as recommended by the Code of Virginia during testing periods.
5. Owner will provide CAD drawings of buildings for use in Contractors Radon Summary Report.

EXHIBIT C

SCHOOL FACILITY LOCATIONS

Schools	Address
William Byrd High School	2902 Washington Ave., Vinton, VA 24179
Cave Spring Middle School	4880 Brambleton Ave. , Roanoke, VA 24018
Burlington Elementary School	6533 Peters Creek Road, Roanoke 24019
Cave Spring Elementary School	5404 Springlawn Ave. , Roanoke, VA 24018
Green Valley Elementary School	3838 Overdale Road, , Roanoke, VA 24018
Masons Cove Elementary School	3370 Bradshaw Road, Salem, VA 24153
Mount Pleasant Elementary School	3216 Mount Pleasant Blvd., Roanoke, VA 24014
W.E. Cundiff Elementary School	1200 Hardy Road, Vinton, VA 24153